**SCIENTIFIC COOPERATION AGREEMENT BETWEEN**

**UNIVERSITY OF VERONA**

**and**

**………………………………………………..…..**

**WITH THE FUNDING OF A PHD SCHOLARSHIP**

**FOR THE PHD IN ……………………………,**

**…………..CYCLE**

**(academic years …………………………….)**

The University of Verona (hereinafter also “UNIVR” or “University”), tax ID number 93009870234, VAT ID number 01541040232 with registered headquarters in Verona, Via dell’Artigliere no. 8, postcode 37129, represented by its Rector, represented by its Rector, Prof. Pier Francesco Nocini, born in Verona on 30/6/1956, authorised to stipulate this Agreement in force of his mandate;

## AND

………………..….. (hereinafter “………………” or “Funding Organisation”), tax ID number …………… VAT ID number .…………………………., with registered headquarters in (complete address) ……………………………….…. represented by its …………………………., born in ……………, on …………………………………. authorised to stipulate this Agreement by ………………………..;

Hereinafter jointly referred to as the PARTIES

* HAVING REGARD TO Art. 4 of Law no. 210 of 3rd July 1998 and subsequent additions and amendments, which establishes that universities may activate doctoral courses through agreements with public and private entities that fulfil high-level cultural and academic qualification requirements and have the suitable personnel, facilities and equipment;
* CONSIDERING that the Statute of the University of Verona issued by Rectoral Decree no. 4523 of 17.05.2023 encourages to collaborate with other universities, public and private entities both within and outside of Europe through agreements, contracts and consortium initiatives, with the aim of enhancing academic and technological research and training;
* HAVING REGARD TO the Ministry of University and Research (hereinafter MUR)’s Decree no. 226 of 14.12.2021 on “Regulations establishing the procedures for the accreditation of offices and doctoral courses and criteria for the establishment of doctoral programmes by accredited bodies”*;*
* HAVING REGARD TO the University of Verona’s PhD Regulations issued by Rectoral Decrees no. 2923 of 04.04.2022 and no. 3083 of 05.04.2023;
* CONSIDERING that ……………… with its letter dated …………….. has expressed its interest in funding a three-year PhD scholarship within the framework of the PhD in ………………………………;

**AGREE AS FOLLOWS**

**ART. 1 – Programme description**

**1.1** The PhD in …………………………is based at UNIVR and lasts three academic years (……………………). The programme ends definitively with the thesis defence, which must take place by April ………...

PhD students enrolled in the aforementioned programme and admitted to the public defence examination must deposit their thesis in the University Catalogue (IRIS) at least 15 days before their examination. Theses will be made public within 30 days after their defence, except for suspension periods that may apply to theses containing sensitive industry information and/or publication rights pursuant to a separate research agreement (“Research Agreement”) concluded between the Parties. The programme is governed by the University’s Regulations and national legislation concerning PhDs.

The PhD programme in ……………………………………………………………….…………… aims to …………………………………………………………….……………………………………………………….

**1.2** Upon the request of the Funding Organisation, UNIVR commits to activating an additional place on the PhD programme in …………………………… for the ……th cycle starting in the ………….. academic year.

This position is to be considered additional to those already planned for the programme by the University Administration and funded with its own resources.

This position will be supported by a three-year scholarship funded by ………………. and will be awarded through a competitive public selection in accordance with the procedures and criteria established by the Teaching Committee of the PhD programme and described in the relevant Call for Applications.

**1.3** While attending the PhD programme, the recipient of the scholarship funded by …………………. will carried out his/her research activity in the following field of study: ……………………...…………… and will be assigned to carry out the following scientific project: ………………..………………...……… as jointly agreed by the Parties. A brief description of the project is reported in Attachment 1.

For this purpose, the student shall carry out his/her research activity at …………………………………., which is located in …………………………….……, (address) ………………………………………..…….

**ART. 2** – **Obligations of the Parties**

**2.1** The ...................... shall provide access to advanced tools, as well as technical and academic assistance in its laboratories, for the purposes of research and education for the appropriate length of time.

**2.2** The PhD programme is based at the University of Verona, which shall be responsible for all the administrative and managerial aspects of the admissions procedure, the smooth running of the course, the obligations of the PhD students and providing the necessary facilities and personnel for research activities.

**2.3** Both Parties must utilise all facilities and scientific equipment in full compliance with the regulations in this agreement and the current legislation on workplace safety.

**2.4** The Parties agree to participate in the research activities foreseen by the PhD programme, and to exchange useful data and information for the development of said research activities, including the research results. These will be published or presented by PhD students in their theses or in public meetings only by the mutual agreement of the Parties and as long as this does not prejudice any future property and economic rights pertaining to the research in any way.

# ART. 3 – Funding of the scholarship

**3.1** For the purposes of the present Agreement, ………………….. agrees to provide UNIVR with a total amount of € **75.003,81** to fund one (1) additional place on the PhD programme in ……………………….., …th cycle, starting in the …… academic year.

The total sum includes the following items:

* Social security contributions required by Italian law;
* Funding for the recipient’s international mobility – up to 12 months maximum, over 3 years;
* A specific budget at scholarship recipient’s disposal to cover expenses related to his/her research activity in Italy and abroad.

**3.2** The total sum reported above can be broken down as follows:

|  |
| --- |
| For **each** academic year of attendance 🡪 € 25.001,27**\*** of which:   * € 20.037,36 gross scholarship amount * € 3.339,61 funding for international mobility * € 1.624,30 budget for research in Italy and abroad |

***\*Note:*** *Subject to any increases in scholarship value and/or INPS (*Istituto Nazionale di Previdenza Sociale/ *Italian National Social Security Institute) contributions as established by law or the relevant Ministry.*

**3.4** (**delete as appropriate**)

|  |
| --- |
| **Option 1**  Within 30 days after this Agreement is signed by both Parties, the total sum of **€ 75.003,81** will be paid by ……………… to UNIVR in **one lump sum** by credit transfer to the UNIVR bank account at Banca Popolare di Verona S.G.S.P, **IBAN: IT82-X-05188-11701-000000011000, Swift code: VRBPIT2V001**, address: Piazza Nogara n. 2, - Verona, indicating the reason for payment and the name of the PhD programme, and promptly sending a confirmation email to the *Ufficio Dottorati di Ricerca* (PhD Office) at: **dottorati.ricerca@ateneo.univr.it.** |

|  |
| --- |
| **Option 2**  The total sum of **€ 75.003,81** will be paid in **annual instalments** according to the following schedule:  The first instalment of **€ 25.001,27** shall be paid within 30 days of the signing of this Agreement;  The second instalment of **€ 25.001,27** shall be paid **by 30th September …**;  The third instalment of **€ 25.001,27** shall be paid **by 30th September …**.  ………………. is required to provide a deposit by means of an irrevocable bank or insurance guarantee to fulfil its responsibilities to UNIVR under this Agreement. The deposit is annexed to this Agreement and, on the Funding Institution’s request, will be gradually reduced after the payment of each instalment, in relation to the amount paid to the University.  The above specified instalments must be paid to the UNIVR bank account at Banca Popolare di Verona S.G.S.P, **IBAN: IT82-X-05188-11701-000000011000, Swift code: VRBPIT2V001**, address: Piazza Nogara n. 2, - Verona, indicating the reason of the payment and the name of the PhD programme, and promptly sending a confirmation email to the *Ufficio**Dottorati di Ricerca* (PhD Office): **dottorati.ricerca@ateneo.univr.it.** |

* 1. Should the scholarship in question for any reason not be awarded to a candidate in the merit ranking of the ….th cycle, or if any successful candidate does not receive the scholarship due to voluntarily renouncement or any other motive, upon formal authorisation by the Funding Organisation the funds will be retained by the University and made available in the next cycles of the PhD programme, for the same objectives and following the same modalities as originally defined.
  2. If the doctoral scholarship value increases due to the law, the Italian Ministry of Education, University and Research (MIUR) or the Italian National Social Security Institute, the Funding Organisation agrees to pay the difference within 30 days of a written request sent by the University.

# ART. 4 – Ownership of results

* 1. With a separate deed, the Parties reserve the right to determine their respective percentage of ownership of any results arising from the activities conducted by the scholarship beneficiary, ensuring, however, that any copyrights or intellectual property rights will be awarded to the scholarship recipient.
  2. The aforementioned research results shall be used and published only with the express consent of both Parties and with precise mention of the participation of both Parties.
  3. Any inventions created from the activities that constitute the subject of this Agreement shall be regulated by special deeds in accordance with current patent legislation.
  4. The University undertakes to maintain confidentiality of the results obtained during students’ PhD research for the entire duration of the course, with the exception of results that are used or published by the scholarship recipient in his/her PhD thesis.

**ART. 5 – Provisions concerning student health and safety**

5.1 The employer responsibilities under Legislative Decree no. 81/2008 are assumed by the employer of the Institution which hosts the PhD student. Should a health check be necessary prior to carry out some specific doctoral activities, the University will arrange the necessary medical visits in order to assess the eligibility of the student for the task assigned. In the event that, at the host institution, the PhD student is exposed to risks which don’t exist at UNIVR, the Host Institution

OPTION 1: shall submit the PhD student to a health check to certify his/her eligibility (suggested option)

Or

OPTION 2: shall ask UNIVR to proceed with an integrative health check. In this case the host Institution will be required to provide its “risk assessment report”.

5.2 Staff and students are required to comply with health and safety regulations in force at the facilities where their activity takes place, pursuant to Legislative Decree no. 81/2008 and subsequent amendments in addition to the instructions given by research and teaching staff of the host facilities and laboratories.

5.3 Pursuant to Legislative Decree 81/08 and the State/Region Agreement of 21st December 2011, the University is responsible for providing basic and specific training about health and safety that will be conducted in accordance with the risk assessment of the University itself. It is the responsibility of the Host Institution to provide training and information regarding the specific risks and preventive and protective measures to be taken in connection with specific tasks and activities, supervising and checking the work of those involved. These instructions should also cover the risks associated with the premises, emergency procedures and first aid, the names of persons trained for such eventualities, the provision of personal protective equipment (PPE) and any other information that may be useful to conduct activities safely.

**ART. 6 – Insurance cover**

6.1 Pursuant to Presidential Decree 1124/1965 and Ministerial Decree 10/10/1985 and subsequent amendments and additions, UNIVR provides doctoral students with insurance against accidents in the workplace, through INAIL. This insurance only covers accidents that occur during academic and technical experiments and practical work activities.

In the event of any accidents occurring during the activities of this Agreement, it is agreed that the Party at whose site the accident occurs will immediately report the accident according to the terms and conditions to be agreed upon by the offices concerned. (In the case of injury to the PhD student, this will be to the University where the student’s PhD programme is based).

The existence of insurance coverage does not affect the exercise of any action for liability, damages and compensation.

6.2 UNIVR guarantees insurance cover to all doctoral students for accidents which could occur during the course of the activities referred to in this Agreement, as well as civil liability or damage that may be unintentionally caused to third parties (persons and/or things) while conducting such activities. The insurance policies can be found on the University's website.

# ART. 7 – Privacy protection

The Parties declare that they have been informed and agree that the “personal data” provided – through consultation, elaboration, interconnection, comparison with other data and/or any further manual and/or automated processing, or for statistical purposes, and including data given verbally before the final Agreement or otherwise collected in the course of, or as a consequence of, this Agreement – is to be used exclusively for the purposes of this Agreement. This data should remain anonymous, and will be used either by public bodies when requested in order to fulfil their institutional requirements, or by private entities when the purpose of the request is compatible with the institutional purposes of the parties. The owners of the personal data provided, as far as this Article is concerned, are the Parties as named above. The Parties declare that they are aware of the provisions of EU Regulations 2016/679.

# ART. 8 – Communications

**8.1** Any communications regarding the Agreement or requests for modifications must be sent to the other Party in writing, by registered mail.

The Parties are obliged to promptly inform one another of any changes to the PhD programme, and in particular any changes in the roles of the scholarship recipients.

The address for communications to be sent to \_\_\_\_\_\_\_\_\_\_\_\_\_ is\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

The address for the communications to UNIVR is ufficio.protocollo@pec.univr.it.

# ART. 9 – Resolution of disputes

**9.1** The parties commit themselves to amicably solve any dispute arising under this Agreement and related to its validity, interpretation and execution. If the parties are unable to come to a resolution, the dispute arising from this Agreement or from differences in interpretation of this Agreement will be submitted to an arbitration board according to art. 806 et seq. of the Italian Code of Civil Procedure and it will comprise three (3) members. Each party will appoint one member and those two members will appoint an independent third member, who will act as chairman and will be selected preferably among legal experts. In case of disagreement between the parties, or in case a Party doesn’t appoint its member, the role of third member will be carried out by the President of the Court of Verona. The arbitral proceedings shall be ritual and based upon current regulations. The decision will be binding to all Parties.

The ritual arbitration will take place in Verona.

# ART. 10 – Duration

**10.1** This Agreement, drawn up in two (2) originals, will be effective from the date that it is signed by both Parties and will be valid until the conclusion of the scholarship recipient’s final thesis defence examination. The Parties at all times reserve the right to end the Agreement in writing by registered mail, giving at least six (6) months’ notice.

**10.2** This Agreement is not subject to stamp duty pursuant to Art. 16, Attachment B, DPR no. 642 of 26th October 1972 and following additions and modifications; it is subject to registration only if used pursuant to Art. 1(b) of the Tariff - part two - attached to Presidential Decree no. 131 of 26th April 1986.

For University of Verona For

Prof. Pier Francesco Nocini

Verona,

Place and date